

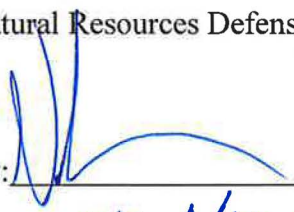
IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Stipulation as of the date last set forth below.

<p>Illinois Attorney General's Office</p> <p>By: <u>Karen L. Lussion</u></p> <p>Name: <u>Karen L. Lussion</u></p> <p>Title: <u>Asst. Bureau Chief, Public Utilities Bureau, Ill. Attorney General's Office</u></p> <p>Date: <u>10/4/16</u></p>	<p>The Citizens Utility Board</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Natural Resources Defense Council</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Environmental Law & Policy Center</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
	<p>Commonwealth Edison Company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

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Illinois Attorney General's Office	The Citizens Utility Board
By: _____	By: <u>Kristin Munsch</u>
Name: _____	Name: <u>Kristin Munsch</u>
Title: _____	Title: <u>Deputy Director</u>
Date: _____	Date: <u>10/4/16</u>
Natural Resources Defense Council	Environmental Law & Policy Center
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Commonwealth Edison Company
	By: _____
	Name: _____
	Title: _____
	Date: _____

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<p>Natural Resources Defense Council</p> <p>By:  _____</p> <p>Name: <u>NICK MAGNISSO</u></p> <p>Title: <u>MIDWEST STATES LEGISLATIVE DIRECTOR</u></p> <p>Date: <u>10/5/16</u></p>	<p>Environmental Law & Policy Center</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
	<p>Commonwealth Edison Company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

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<p>Natural Resources Defense Council</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Environmental Law & Policy Center</p> <p>By: <u>Robert Kelter</u></p> <p>Name: <u>ROBERT KELTER</u></p> <p>Title: <u>SENIOR ATTORNEY</u></p> <p>Date: <u>10/21/16</u></p>
	<p>Commonwealth Edison Company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

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	<p>Commonwealth Edison Company</p> <p>By: <u>Michael S. Brandt</u></p> <p>Name: <u>Michael S. Brandt</u></p> <p>Title: <u>Manager, EE Planning & Mgmt.</u></p> <p>Date: <u>10/20/16</u></p>

EXHIBIT A

The Parties agree that the Commonwealth Edison Company 2017-2020 Energy Efficiency Plan Settlement Stipulation (“Stipulation”) will be governed by the following terms and conditions set forth in paragraphs A through N:

- A. The Parties shall not challenge, oppose or raise claims inconsistent with this Stipulation in the proceeding pending before the Illinois Commerce Commission (“ICC” or “Commission”) in ICC Docket No. 16-0420 to approve Commonwealth Edison Company’s 2017-2020 Energy Efficiency Plan (“Plan”) pursuant to subsection (f) of Section 8-103 of the Public Utilities Act (“PUA”) or in any collateral attack thereof or any appeal therefrom before any court, regulatory agency or other forum.
- B. Except as otherwise provided in the Stipulation, the Parties reserve (i) all rights to take any position concerning any issue addressed in this Stipulation in any proceeding other than the proceeding before the ICC in ICC Docket No. 16-0420 to review and approve the Plan pursuant to subsection (f) of Section 8-103 of the PUA and any appeal therefrom, and (ii) the right to seek appeal of the ultimate decision rendered in such proceeding, provided such appeal does not violate the terms of this Stipulation. The Parties further agree that nothing herein is intended to limit the rights of any Party from advocating any position regarding the implementation details of the items contained in this Stipulation to the extent such details are not addressed herein and do not otherwise violate the terms of this Stipulation. In addition, the Parties agree that each Party may advocate or otherwise advance any other position in the proceeding before the ICC to review and approve the Plan or in any other proceeding that is not specifically delineated in the numbered paragraphs of the Stipulation. This Stipulation shall not apply to positions that Parties may take with respect to any utility other than ComEd.
- C. In the event that, subsequent to the execution of this Stipulation, any material provision of this Stipulation is found invalid or unenforceable or is overturned or modified or deleted by a court or the ICC or another tribunal, then this Stipulation (other than paragraphs (G) and (H) below), shall become void on a going-forward basis fifteen days after the order or decision is entered, unless amended by all the Parties in accordance with paragraph (E) below to address such provision or to confirm the continued effectiveness of the remaining provisions of the Stipulation.
- D. The Parties agree that the Stipulation, in its totality, is the result of compromise.
- E. No amendment or waiver of any provision of this Stipulation, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by all of the Parties. Any such waiver shall be effective only in the specific instance and for the specific purpose for which given.

- F. This Stipulation shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any disputes among the Parties regarding the enforcement of this Stipulation shall be resolved through the commencement of appropriate action before the Illinois Commerce Commission, and Illinois courts as provided under Article X of the Public Utilities Act.
- G. This Stipulation is entered to narrow certain issues among the Parties so as to avoid the time, expense and uncertainty of litigation with respect to those issues. This Stipulation shall not constitute, and shall not be construed or interpreted to constitute, an admission of any kind by any Party with respect to any legal or factual issue in any proceedings, appeals or issues being addressed under this Stipulation or with respect to any other proceeding or dispute. This Stipulation shall not be offered or entered into evidence by any Party in any proceeding before the ICC or any other administrative agency or in any court, except in connection with proceedings related to the performance, implementation or enforcement of this Stipulation and the associated Plan. The matters memorialized in this Stipulation shall be construed as an indivisible whole. This paragraph (G) shall become effective upon the execution of this Stipulation by all of the Parties and shall remain effective notwithstanding any failure of the remaining provisions of this Stipulation to become effective.
- H. With the exception of a proceeding initiated to review and approve the Plan pursuant to subsection (f) of Section 8-103 of the PUA and any appeal therefrom, this Stipulation shall not have any precedential value in any other proceedings before the ICC, courts, other administrative bodies or any legislative bodies. This paragraph (H) shall become effective upon the execution of this Stipulation by all of the Parties and shall remain effective notwithstanding any failure of the remaining provisions of this Stipulation to become effective.
- I. If any future law or regulation is enacted that any Party believes, in good faith, has a material impact on its rights and obligations arising under this Stipulation, the Parties shall meet to discuss what action, if any, should be taken.
- J. This Stipulation may be executed in any number of identical counterparts, each of which when executed and delivered shall be original, but all such counterparts shall constitute but one and the same instrument. The Parties agree that facsimile signatures (including by fax and e-mail) shall be as sufficient as original signatures to demonstrate execution of this Stipulation by one or more parties hereto.
- K. Each of the signatories to this Stipulation represents and warrants that he or she has the right and authority to enter into this Stipulation and to bind the Party on whose behalf he or she has signed.
- L. This Stipulation contains the entire and complete Stipulation of the Parties as to the matters set forth herein and supersedes any and all prior Stipulations with respect to those matters.

- M. This Stipulation shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- N. Nothing in this Stipulation, either expressed or implied, is intended or shall be interpreted to give or confer any rights or remedies upon or to any person or entity other than the Parties.